

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form
to register a charge where the
instrument Use form MR01

SATURDAY



A32R6HW2

A03

01/03/2014

#51

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1

Company details

Company number 0 0 9 8 6 3 4 3

Company name in full Glenstone Property Plc

1 3

For official use

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d2 d5 m0 m2 y2 y0 y1 y4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Please see continuation page

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01 - continuation page

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

The Company, with full title guarantee, charges by way of legal mortgage the Real Property

"Real Property" is defined as

- 163 High Street, Poole, BH15 1AU (Title Number DT196771)
- 9 West Street, Horsham, RH12 1PB (Title Number WSX175154)
- Land lying to the south west of Moor Street, Ormskirk (Title Number LA110039)
- 72&73 South Street, Chichester, PO19 1EE (Title Number WSX153222)
- 30,31 Stodman Street and 3 St Mark's Lane, Newark (Title Number NT200940)
- 17,19 and 21 Bridge Street, Worksop (Title Number NT210772)
- 108 High Street, Thame, OX9 3DZ (Title Number ON57836)
- 17 Bank Street, Newquay, TR7 1DH (Title Number CL39529)
- 23 Bridge Street, Worksop, S80 1DR (Title Number NT329038)
- 25 Sheep Street, Bicester, OY26 6JF (Title Number ON181666)
- 24 Fishergate, Preston, PR1 3NN (Title Number LA477501)
- 16 High Street, Wells, BA5 2SG (Title Number ST122113)
- 105 High Street, Newport, PO30 1TJ (Title Number IW37813)
- 106 High Street, Newport, PO30 1TJ (Title Number IW36105)
- 2,4 and 6 Vickers Lane and 55/57 Eastgate, Louth, Lincs (Title Number LL83736)
- 57 and 57a Greengate Street, Stafford, ST16 2JE (Title Number SF461798)
- 21 Station Street, Clacton-on-Sea, CO15 1TD (Title Number EX693308)
- 2 High Street, Stratford-upon-Avon, CV37 6AU (Title Number WK403895)
- 4 and 4a The Brittox, Devizes, SN10 1AJ (Title Number WT215018)
- 1 and 1a Newborough Street and 2,4,6 and 6a Bar Street, Scarborough (Title Number NYK272006)
- 1A Swan Street and 16,16A and 17 Market Place, Loughborough, LE11 5BJ (Title Number LT347946)
- 96-98 High Street and 2 Wellington Street, Newmarket (Title Number SK240133)
- 23 Station Road, Clacton-on-Sea, CO15 1TD (Title Number EX693309)
- 43-45 Lumley Road, Skegness, PE25 3LL (Title Number LL314)
- Unit 1, 58/62 High Street and land on the south side of Cambridge Place, Weston-super-Mare (Title Number AV230783 and AV209305)

Including any buildings, fixtures or fittings from time to time situated on or forming part of these properties (including trade fixtures and fittings)

Including, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any income, moneys and proceeds paid or payable in respect of that asset

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Shroobnitha n P*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Emma Taylor (Doc no. 4703708)

Company name Shoosmiths LLP

Address Waterfront House

Waterfront Plaza

35 Station Street

Post town Nottingham

County/Region Nottinghamshire

Postcode N G 2 3 D Q

Country

DX DX 10104 NOTTINGHAM 1

Telephone 03700 865000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 986343

Charge code: 0098 6343 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2014 and created by GLENSTONE PROPERTY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2014

DX

Given at Companies House, Cardiff on 4th March 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 25th February 2014

(1) GLENSTONE PROPERTY PLC

and

(2) LLOYDS BANK PLC

LEGAL CHARGE

SHOOSMITHS

Ref 182646 000031

I certify that save for material redacted pursuant to s 859G of the Companies Act 2006 this copy instrument is a correct copy of the original instrument.

Shoosmiths LLP
Shoosmiths LLP

Date 25/02/2014

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THIS DEED is made the 25th day of

February

2014

BETWEEN

- 1 **GLENSTONE PROPERTY PLC**, a company incorporated in England and Wales (company number 00986343) whose registered office is at Saint Johns House, East Street, Leicester, LE1 6NB (the "**Chargor**"), and
- 2 **LLOYDS BANK PLC**, a company incorporated in England and Wales (company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (the "**Lender**")

The parties agree as follows

1 INTERPRETATION

1.1 In this Deed the following definitions apply

"2015 Renewal Date"	means renewal by the Chargor of the Insurance Policies on 31 January 2015 or, if earlier, the date upon which the Insurance Policies are renewed after the date of this Agreement,
"Charged Property"	all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to clause 3 of this Deed,
"Environment"	the natural and man-made environment, including all or any of the following media, namely air, water and land (including air within buildings and other material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,
"Environmental Claim"	any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law
"Environmental Law"	all and any international, European Union or national laws, common law, statutes, directives, bye-laws, orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items,
"Environmental Permits"	any permit or other Authorisation and the filing of any notification, report or assessment required under any Environmental law for the operation of the business of the Chargor conducted on or from

	the properties owned or used by the Chargor,
"EU Regulation"	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings,
"Facility Agreement"	the facility agreement dated on or about the date of this Deed and made between the Lender and the Chargor,
"Floating Charge Property"	has the meaning given to it in clause 3.1.6,
"Hazardous Items"	any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare,
"Insurance Policy"	any policy of insurance and cover note relating to the Real Property in which the Chargor may from time to time have an interest,
"LPA 1925"	the Law of Property Act 1925,
"Material Contracts"	<ul style="list-style-type: none"> (a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1, (b) any other contract entered into by the Chargor affecting the Charged Property that may from time to time be identified in writing by the Lender as a Material Contract, and (c) all Related Rights,
"Party"	a party to this Deed,
"Plant and Machinery"	<ul style="list-style-type: none"> (a) all equipment, machinery, plant, and all other assets of a similar nature which are now, or are at any time, placed on or used in or upon the Real Property, and (b) all Related Rights,
"Real Property"	<ul style="list-style-type: none"> (a) the freehold, leasehold or other immovable property specified in Schedule 1, and (b) any buildings, fixtures or fittings from time to time situated on or forming part of such property specified at Schedule 1 (including any trade fixtures and fittings), and

	(c) all Related Rights,
"Receiver"	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law,
"Related Rights"	in relation to any asset <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and (d) any income, moneys and proceeds paid or payable in respect of that asset,
"Secured Obligations"	all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to the Lender under or in connection with the Finance Documents together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against the Chargor under the Finance Documents, and
"Security Period"	the period beginning on the date of this Deed and ending on the date on which the Lender releases the Chargor from its obligations under this Deed

1 2 Interpretation

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- 1 2 2 The provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- 1 2 3 In this Deed unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type
- 1 2 4 Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Lender

- 1 2 5 The terms of the Finance Documents and of any side letters between the Parties in relation to any Finance Documents (as the case may be) are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 2 6 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 1 2 7 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- 1 2 8 It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand

1 3 General

- 1 3 1 The fact that no or incomplete details of any Charged Property are inserted in Schedule 1 (*Charged Property*) does not affect the validity or enforceability of the security created by this Deed
- 1 3 2 If the Chargor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
- a) the Chargor must notify the Lender immediately,
 - b) unless the Lender otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable, and
 - c) the Chargor must promptly supply the Lender with a copy of the consent obtained by it

2 COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Obligations to the Lender as and when the same are due

3 GRANT OF SECURITY

3 1 Charges

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations

- 3 1 1 by way of legal mortgage, the Real Property,
- 3 1 2 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,
- 3 1 3 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3 2,

- 3 1 4 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3 2,
- 3 1 5 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them, and
- 3 1 6 by way of floating charge, all moveable plant, machinery, implements, utensils, furniture and equipment from time to time placed on or used in or upon the Real Property and the benefits of all licences, contracts and warranties in connection with the same (the "**Floating Charge Property**")

3 2 Security Assignment

The Chargor with full title guarantee assigns to the Lender as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the

3 2 1 Material Contracts, and

3 2 2 Insurance Policies

4 CRYSTALLISATION OF FLOATING CHARGE

4 1 The Lender may at any time by notice in writing to the Chargor immediately convert the floating charge created by clause 3 1 6 into a fixed charge as regards any property or assets specified in the notice if

4 1 1 an Event of Default has occurred and is continuing, or

4 1 2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

4 1 3 the Lender considers that it is desirable in order to protect the priority of the security created under this Deed

4 2 If, without the prior written consent of the Lender

4 2 1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person, or

4 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

4 2 3 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

the floating charge created under clause 3 1 6 by the Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property

- 4 3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

5 NEGATIVE PLEDGE

- 5 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property

- 5 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of or purport or agree to dispose of any of the Charged Property

6 PERFECTION OF SECURITY

6 1 Deposit of Title Documents

Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), the Chargor shall deposit with the Lender

6 1 1 all deeds and documents of title relating to the Charged Property, and

6 1 2 all Insurance Policies to which the Chargor is entitled to possession

6 2 Notices of Assignment

6 2 1 The Chargor shall, on request from the Lender, give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Chargor has entered into a Material Contract and shall use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Contract Counterparty*)

6 2 2 The Chargor shall, within five Business Days of obtaining any Insurance Policy after the date of this Deed, give notice in the form set out in Schedule 3 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Chargor has an Insurance Policy of the assignment and shall use all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 3 (*Form of Acknowledgement and Undertaking from Insurers*)

6 3 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] February 2014 in favour of Lloyds Bank plc referred to in the charges register "

6 4 Tacking

Any obligation on the part of the Lender to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor shall apply to the Chief Land Registrar for the following to be entered on the Register of Title in relation to any Real Property the title to which is registered at the Land Registry

"The Finance Parties under a facility agreement dated [] February 2014 between Glenstone Property plc and Lloyds Bank plc are under an obligation (subject to the terms of that facility agreement) to make further advances and the legal charge referred to in the charges register dated [] February 2014 in favour of Lloyds Bank plc secures those further advances"

7 FURTHER ASSURANCE

7 1 The Chargor shall, at its own expense, promptly take whatever action the Lender may require for

7 1 1 creating, perfecting or protecting the security intended to be created by this Deed,

7 1 2 facilitating the realisation of any of the Charged Property, or

7 1 3 the exercise of any right, power or discretion exercisable by the Lender or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may require), the giving of any notice and the making of any registration which the Lender may think expedient

8 REPRESENTATIONS

8 1 The Chargor represents and warrants to the Lender, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that

8 1 1 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than security created by this Deed or any security permitted under the Facility Agreement,

8 1 2 subject to the Legal Reservations the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations,

8 1 3 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation, bankruptcy or administration of the Chargor or otherwise,

8 1 4 the entry into this Deed and the performance of its obligations under this Deed will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding upon it or any of its assets nor does it constitute a default or termination event under any such agreement or instrument, and

8 1 5 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

9 UNDERTAKINGS

The Chargor covenants and agrees with the Lender that it will, during the Security Period

9 1 Charged Property generally

- 9 1 1 permit the Lender (or its designated representatives), on reasonable written notice
 - a) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property, and
 - b) to inspect, take extracts from, and make copies of, the same, and to provide (at the Chargor's expense), such clerical and other assistance which the Lender may reasonably require to do this,
- 9 1 2 provide the Lender with all information which it may reasonably request in relation to the Charged Property, and
- 9 1 3 notify the Lender within 14 days of receipt of every application, requirement, notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Lender may require or approve,
- 9 1 4 duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Charged Property,
- 9 1 5 comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents,
- 9 1 6 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it,
- 9 1 7 not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Charged Property or agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property,
- 9 1 8 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property

9 2 Real Property matters

- 9 2 1 not, except with the prior written consent of the Lender
 - a) grant or agree to grant any lease, licence or other right of occupation or right to receive rent in respect of any of the Real Property,
 - b) accept a surrender of any lease, licence or other right of occupation (whether independently or under any statutory power),

- c) consent to any sublease or assignment of any interest in any part of the Real Property,

9 2 2

- (a) comply and ensure that any relevant third party complies with all Environmental Law,
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to any Real Property,
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or any Real Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Secured Party

9 2 3 promptly upon becoming aware, notify the Lender of

- (a) any Environmental Claim started, or to its knowledge, threatened,
- (b) any circumstances reasonably likely to result in an Environmental Claim, or
- (c) any suspension, revocation or notification of any Environmental Permit

9 2 4 indemnify each Secured Party against any loss or liability which that Secured Party incurs as a result of any actual or alleged breach of any Environmental Law by any person unless it is caused by that Secured Party's gross negligence or wilful misconduct,

9 2 5 maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order,

9 2 6

- a) exercise its rights and comply with its obligations under any headlease,
- b) use its reasonable endeavours to ensure that each landlord complies with its obligations under each headlease, or
- c) if required to do so by the Lender apply for relief against forfeiture of any headlease,

in a proper and timely manner,

9 2 7 not

- a) agree to any amendment, supplement, waiver, surrender or release of any headlease,
- b) exercise any right to break, determine or extend any headlease, or

- c) do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be terminated,
- 9 2 8 not, except with the prior written consent of the Lender, to make or allow to be made any application for planning permission in respect of any Real Property or carry out any demolition, construction, structural alterations or additions, development or any similar operations in respect of any part of its Real Property except maintenance of the building, plant, machinery, fixtures and fittings or the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Real Property,
- 9 2 9 comply in all respects with all planning laws, permissions, agreements and conditions to which its Real Property may be subject,
- 9 2 10 grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out,
- 9 2 11 immediately upon demand by the Lender, provide the Lender with such information and documents as may be required to enable the Lender's lawyers to prepare a report as to the title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature,
- 9 2 12 notify the Lender immediately upon the acquisition of any real property,
- 9 2 13 in respect of any real property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered
 - a) immediately on request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form (consistent with this Deed) which the Lender may require,
 - b) give written notice of the security to the Land Registry and procure that notice of the security is clearly noted in the Register of Title for such real property,
 - c) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Lender,

9 3 Plant and Machinery

- 9 3 1 maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted),
- 9 3 2 immediately on request by the Lender, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Lender may require,
- 9 3 3 not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability,

- 9 3 4 not remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed,

9 4 Insurance

- 9 4 1 ensure that at all times Insurance Policies are maintained in full force and effect, which

- a) insure it in respect of its interests in any Charged Property and the Plant and Machinery on each Real Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to
 - i provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, subsidence and all other normally insurable risks of loss or damage,
 - ii provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation,
 - iii provide cover against acts of terrorism, including any third party liability arising from such acts,
 - iv provide cover for loss of rent (in respect of a period of not less than two years or, if longer, the minimum period required under any lease documents) including provision for any increases in rent during the period of insurance, and
- b) include property owners' public liability and third party liability insurance,
- c) insure such other risks as a prudent company in the same business as the Chargor would insure,
- d) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender, and
- e) notes the Lender's interest in the Insurance Policies

- 9 4 2 from the 2015 Renewal Date, use best endeavours to procure that the Insurance Policies comply with the following requirements

- a) the Lender is named as co-insured under each of the Insurance Policies (other than public liability and third party liability insurances) but without liability on the part of the Lender or any other Secured Party for any premium in relation to those insurances, and
- b) each of the Insurance Policies must contain a loss payee clause in respect of any insurance claim payment otherwise payable to the Chargor Provided

that no Default is continuing, only insurance claim payments in excess of £100,000 will be payable to the Lender as first loss payee

9 4 3 procure that the Insurance Policies comply with the following requirements

- a) the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period, and
- b) the Chargor must be free to assign all amounts payable to it under each of its Insurance Policies and all its rights in connection with those amounts in favour of the Lender

9 4 4 procure that, from the 2015 Renewal Date, the Insurance Policies comply with the following additional requirements

- a) each of the Insurance Policies must contain
 - i a non-invalidity and non-vitiating clause under which the insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party, and
 - ii a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each Real Property

9 4 5 use all reasonable endeavours to ensure that the Lender receives copies of the Insurance Policies, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require,

9 4 6 promptly notify the Lender of

- a) any amendment, supplement or extension of any of the Insurance Policies made or, to its knowledge, pending which is not trivial or purely of an administrative nature,
- b) any extension, termination, avoidance or cancellation of any of the Insurance Policies made or, to its knowledge, threatened or pending,
- c) any claim, and any actual or threatened refusal of any claim, under any of the Insurance Policies which is not trivial or purely of an administrative nature, and
- d) any event or circumstance which has led or may lead to a breach by it of any term of this clause,

9 4 7 comply with the terms of the Insurance Policies,

9 4 8 not do or permit anything to be done which may make any of the Insurance Policies void or voidable,

9 4 9 comply with all reasonable risk improvement requirements of its insurers,

9 4 10 ensure that

a) each premium for the Insurance Policies is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable, and

b) all other things necessary are done so as to keep each of the Insurance Policies in force,

9 5 Material Contracts

9 5 1 not, without the prior written consent of the Lender, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract,

9 5 2 duly perform its obligations under each Material Contract, notify the Lender of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract,

9 5 3 provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract,

9 5 4 diligently pursue its rights under each Material Contract (to the extent that such exercise would not result in an Event of Default), and

9 6 Centre of Main Interests

not, without the prior written consent of the Lender, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

10 ENFORCEMENT OF SECURITY

10 1 Enforcement

The security created under this Deed shall become immediately enforceable if an Event of Default has occurred and is continuing

10 2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Lender may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise

10 2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed), and

10 2 2 all or any of the powers conferred by this Deed

10 3 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

11 POWERS OF THE LENDER

11 1 Extension of Powers

The power of sale conferred on the Lender and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed

11 2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed

11 3 Power of Leasing

At any time after the security created under this Deed becomes enforceable, the Lender may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925

11 4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

11 5 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof

11 6 Investigations

Following the occurrence of an Event of Default which is continuing the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report

11 7 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default

12 APPOINTMENT OF RECEIVER

12 1 Appointment and Removal

At any time after the occurrence of an Event of Default, or if requested to do so by the Chargor, the Lender may (by deed or otherwise and acting through its authorised officer)

12 1 1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property,

12 1 2 remove (so far as it is lawfully able) any Receiver(s) so appointed, and

12 1 3 appoint another person(s) as an additional or replacement Receiver(s)

12 2 Restrictions on appointment

12 2 1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed

12 2 2 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986

12 2 3 The Lender may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Lender is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12 3 Capacity of Receivers

Each Receiver shall be

12 3 1 an agent of the Chargor The Chargor shall be solely responsible for his acts, omissions, defaults, losses and liabilities and for the payment of his remuneration, and

12 3 2 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925)

13 POWERS OF RECEIVER

13 1 General Powers

Every Receiver shall have all the powers

13 1 1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act,

13 1 2 set out in Schedule 1 to the Insolvency Act 1986, and

13 1 3 conferred from time to time on receivers by statute

13 2 Additional Powers

In addition to the powers referred to in clause 13 1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Lender) in the name of the Lender

13 2 1 to take possession of, collect and get in all or any part of the Charged Property,

13 2 2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit,

13 2 3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise,

13 2 4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments,

13 2 5 to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part, without the consent of the Chargor,

13 2 6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property,

13 2 7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit,

13 2 8 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations,

13 2 9 to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit,

13 2 10 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Lender or the Receiver may think fit,

13 2 11 to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor,

13 2 12 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,

13 2 13 lend money or advance credit to any customer of the Chargor,

13 2 14 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property,

13 2 15 let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit, and/or

13 2 16 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property

14 APPLICATION OF MONEYS

14 1 All moneys received or recovered by the Lender or any Receiver pursuant to this Deed shall be applied in the following order

14 1 1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver,

14 1 2 second, in or towards satisfaction of the Secured Obligations, and

14 1 3 third, any surplus shall be paid to the Chargor or any other person entitled thereto

This clause is subject to the payment of any claims having priority over the security created under this Deed This clause does not prejudice the right of the Lender to recover any shortfall from the Chargor

14 2 Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed

14 3 Avoidance of Payments

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid

15 PROTECTION OF PURCHASERS

15 1 Receipts

The receipt of the Lender or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property

15 2 Protection of Purchasers

No purchaser or other person dealing with the Lender or its delegate or any Receiver shall be bound to enquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or have been revoked

16 POWER OF ATTORNEY

16 1 Appointment

The Chargor irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for

16 1 1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property), and

16 1 2 enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law

16 2 Ratification

The Chargor ratifies and confirms, and agrees to ratify and confirm, all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

17 PRESERVATION OF SECURITY

17 1 Continuing Security

The security created under this Deed will be a continuing security for the ultimate balance of the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations

17 2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender) This includes

17 2 1 any time or waiver granted to, or composition with, any person,

17 2 2 any release or any person under the terms of any composition or arrangement,

- 17 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person,
- 17 2 4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security,
- 17 2 5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- 17 2 6 any amendment of a Finance Document or any other document or security,
- 17 2 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any person to enter into or be bound by any Finance Document, or
- 17 2 8 any insolvency or similar proceedings

17 3 Chargor intent

Without prejudice to the generality of clause 17 2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the security under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any Finance Document and/or any facility or amount made available under any of the Finance Documents

17 4 Immediate recourse

The Chargor waives any rights it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up, bankruptcy or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed

17 5 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed

- 17 5 1 refrain from applying or enforcing any other monies, security or rights held or received by the Lender (or any trustee or agent on its behalf) against those accounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and

- 17 5 2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

17 6 Additional security

- 17 6 1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Lender
- 17 6 2 No prior security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the security created by this Deed

18 SET-OFF AND CURRENCY

18 1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Lender may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with any liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations

18 2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Lender may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit

19 NEW ACCOUNTS

19 1 If the Lender at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor

19 2 If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice

19 3 As from such time all payments made to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations

20 EXPENSES AND INDEMNITY

20 1 Expenses

The Chargor shall, from time to time on demand of the Lender, pay or reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with clause 8 4 (*Default Interest*) of the Facility Agreement

20 2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the security created by this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain

20 2 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or

20 2 2 in connection with or otherwise relating to this Deed or the Charged Property

21 MISCELLANEOUS

21 1 No Deductions

All payments to be made to the Lender under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

21 2 Assignment and disclosure of information

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

21 3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Agreement.

21 4 No Liability

- a) None of the Lender, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- b) The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- c) The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or for any other reason.
- d) Neither the Lender nor the Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21 5 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21 6 Certificates

A certificate of the Lender specifying any amount due from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount

21 7 Release

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from the security created under this Deed and re-assign any Charged Property assigned under this Deed

22 NOTICES

22 1 Each communication under or in connection with this Deed shall be made in accordance with the provisions of clause 28 (*Notices*) of the Facility Agreement

23 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

24 GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law

25 JURISDICTION

25 1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it

25 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

25 3 Exclusive Jurisdiction

This clause 25 is for the benefit of the Secured Parties only. As a result no Secured Parties shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions

THIS DEED has been signed on behalf of the Lender and EXECUTED AS A DEED by the Chargor and is delivered by them on the date specified at the beginning of this Deed

SCHEDULE 1

Real Property - Registered Land

No	Owner	Property Description	Title Number
1	Chargor	163 High Street, Poole, BH15 1AU	DT196771
2	Chargor	9 West Street, Horsham, RH12 1PB	WSX175154
3	Chargor	Land lying to the south west of Moor Street, Ormskirk	LA110039
4	Chargor	72 & 73 South Street, Chicester, PO19 1EE	WSX153222
5	Chargor	30, 31 Stodman Street and 3 St Mark's Lane, Newark	NT200940
6	Chargor	17, 19 and 21 Bridge Street, Worksop	NT210772
7	Chargor	108 High Street, Thame, OX9 3DZ	ON57836
8	Chargor	17 Bank Street, Newquay, TR7 1DH	CL39529
9	Chargor	23 Bridge Street, Worksop, S80 1DR	NT329038
10	Chargor	25 Sheep Street, Bicester, OX26 6JF	ON181666
11	Chargor	24 Fishergate, Preston, PR1 3NN	LA477501
12	Chargor	16 High Street, Wells, BA5 2SG	ST122113
13	Chargor	105 High Street, Newport, PO30 1TJ	IW37813
14	Chargor	106 High Street, Newport, PO30 1TJ	IW36105
15	Chargor	2, 4 and 6 Vickers Lane and 55/57 Eastgate, Louth, Lincs	LL83736
16	Chargor	57 and 57a Greengate Street, Stafford, ST16 2JE	SF461798
17	Chargor	21 Station Street, Clacton-on-Sea, CO15 1TD	EX693308
18	Chargor	2 High Street, Stratford-upon-Avon, CV37 6AU	WK403895
19	Chargor	4 and 4a The Brittox, Devizes, SN10 1AJ	WT215018
20	Chargor	1 and 1a Newborough Street and 2, 4, 6 and 6a Bar Street, Scarborough	NYK272006
21	Chargor	1A Swan Street and 16, 16A and 17 Market Place, Loughborough, LE11 5BJ	LT347946
22	Chargor	96-98 High Street and 2 Wellington Street, Newmarket	SK240133

23	Chargor	23 Station Road, Clacton-on-Sea, CO15 1TD	EX693309
24	Chargor	43-45 Lumley Road, Skegness, PE25 3LL	LL314
25	Chargor	Unit 1, 58/62 High Street and land on the south side of Cambridge Place, Weston-super-Mare	AV230783 AV209305

SCHEDULE 2
FORM OF NOTICE OF ASSIGNMENT TO CONTRACT COUNTERPARTY

To [Counterparty to Material Contract]

Date [●]

Dear Sirs

We give notice that, pursuant to a legal charge dated [●] 2014 (the "**Legal Charge**"), we have assigned to Lloyds Bank plc (the "**Lender**") all our right, title and interest in and to [details of Material Contract] (the "**Contract**") including all moneys which may be payable in respect of the Contract

With effect from your receipt of this notice

- 1 all payments by you to us under or arising from the Contract should be made to us unless and until the Lender notifies you to the contrary stating that the security has become enforceable,
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender,
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Lender although we shall remain liable to perform all the obligations assumed by us under the Contract,
- 4 you are authorised and instructed, without requiring further approval from us, to disclose to the Lender such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender at [●], marked for the attention of [●] as well as to us,
- 5 we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Lender

These instructions may not be revoked or amended without the prior written consent of the Lender

For the avoidance of doubt, the Lender, its agents, any receiver or any person will not be under any obligation or liability to you under or in respect of the Contract

This notice is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at the address set out in paragraph 4 of this notice

Yours faithfully

Authorised Signatory for and on behalf of [●]

Form of Acknowledgement from Contract Counterparty

To Lloyds Bank plc (the "Lender")
[•]

For the attention of [•]

Date [•]

Dear Sirs

[•]

We acknowledge receipt of a notice dated [•] (the "Notice") relating to the [details of Material Contract] (the "Contract")

We

- 1 agree to the terms set out in the Notice and to act in accordance with its terms,
- 2 confirm that we have not received any prior notice that [•] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party, and
- 3 agree not to [exercise any right to terminate the Contract or] take any action to amend or supplement the Contract without the prior written consent of the Lender

This letter is governed by English law

Yours faithfully

For and on behalf of

[Counterparty to Material Contract]

Position [•]

Address [•]

Fax [•]

Telephone [•]

SCHEDULE 3
FORM OF NOTICE OF ASSIGNMENT TO INSURERS

To *[Insurer]*

Date *[•]*

Dear Sirs

We refer to the *[insert details of relevant Insurance Policy and policy number]* (the "**Policy**")

We give notice that, pursuant to a legal charge dated *[•]* 2014 (the "**Legal Charge**"), we have assigned to Lloyds Bank plc (the "**Lender**") all our right, title and interest in and to the proceeds of the Policy

With effect from your receipt of this notice we instruct you to

- 1 note the interest of the Lender on the Policy as loss payee and as first priority assignee of the amounts and rights, and
- 2 disclose to the Lender, without further approval from us, such information regarding the Policy as the Lender may from time to time request and to send it copies of all notices issued by you under the Policy

We will remain entitled to exercise all of our rights under the Policy and you should continue to give notices under the Policy to us unless and until you receive notice from the Lender to the contrary. In this event, unless the Lender agrees otherwise in writing

- a) all amounts payable to us under the Policy must be paid to the Lender, and
- b) any of our rights in connection with those amounts will be exercisable by and notices must be given to the Lender or as it directs

We confirm that we will remain liable under the Policy to perform all the obligations assumed by us under the Policy and the Lender, its agents, any receiver or any other person will not at any time be under any obligation or liability to you under or in respect of the Policy

This letter is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement and giving the undertakings in the enclosed copy letter and returning the same to the Lender at 125 Colmore Row, Birmingham, B3 3SF, marked for the attention of *[•]*

Yours faithfully

Authorised signatory for and on behalf of *[•]*

Form of Acknowledgement and undertaking from insurer

To Lloyds Bank plc (the **Lender**)
125 Colmore Row
Birmingham
B3 3SF

For the attention of [●]

Date [●]

Dear Sirs,

[●]

We confirm receipt from Glenstone Property plc (the "**Chargor**") of a notice dated [●] of an assignment by the Chargor of all amounts payable to it in connection with the Policy (as defined in that notice) and all of its rights under the Policy

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 confirm that we have not received notice of any third party in those amounts and rights,
- 3 undertake to note on the Policy your interest as loss payee and as first priority assignee of those amounts and rights,
- 4 undertake to disclose to you without any reference or further authority to the Chargor any information relating to those contracts which you may at any time request, and
- 5 undertake to notify you of any breach by the Chargor of the Policy

This letter is governed by English law

Yours faithfully

For and on behalf of [Insurer]

SIGNATORIES

Signed as a deed by)
GLENSTONE PROPERTY PLC)
Director
acting by a director in the presence of)

Signature of witness

Name (in BLOCK
CAPITALS)

Address

Occupation

Signed as a deed by

LLOYDS BANK PLC

in the presence of

, ASSOCIATE DIRECTOR

Signature of witness

Name (in BLOCK
CAPITALS)

J SPEAR

Address

J

Occupation

BANK OFFICIAL

EXECUTION VERSION

DATED 25 February 2014

(1) GLENSTONE PROPERTY PLC

and


(2) LLOYDS BANK PLC

LEGAL CHARGE

SH SMITHS

Ref 182646 000031

I certify that save for material redacted pursuant to s 859G of the
Companies Act 2006 this copy instrument is a correct copy of the original
instrument


Shoosmiths LLP

Date 28/02/2014

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THIS DEED is made the 25 day of February

2014

BETWEEN

- 1 **GLENSTONE PROPERTY PLC**, a company incorporated in England and Wales (company number 00986343) whose registered office is at Saint Johns House, East Street, Leicester, LE1 6NB (the "Chargor"), and
- 2 **LLOYDS BANK PLC**, a company incorporated in England and Wales (company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (the "Lender")

The parties agree as follows

1 INTERPRETATION

1.1 In this Deed the following definitions apply

"2015 Renewal Date"	means renewal by the Chargor of the Insurance Policies on 31 January 2015 or, if earlier, the date upon which the Insurance Policies are renewed after the date of this Agreement,
"Charged Property"	all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to clause 3 of this Deed,
"Environment"	the natural and man-made environment, including all or any of the following media, namely air, water and land (including air within buildings and other material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,
"Environmental Claim"	any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law
"Environmental Law"	all and any international, European Union or national laws, common law, statutes, directives, bye-laws, orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items,
"Environmental Permits"	any permit or other Authorisation and the filing of any notification, report or assessment required under any Environmental law for the operation of the business of the Chargor conducted on or from

	the properties owned or used by the Chargor,
"EU Regulation"	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings,
"Facility Agreement"	the facility agreement dated on or about the date of this Deed and made between the Lender and the Chargor,
"Floating Charge Property"	has the meaning given to it in clause 3.1.6,
"Hazardous Items"	any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare,
"Insurance Policy"	any policy of insurance and cover note relating to the Real Property in which the Chargor may from time to time have an interest,
"LPA 1925"	the Law of Property Act 1925,
"Material Contracts"	<ul style="list-style-type: none"> (a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1, (b) any other contract entered into by the Chargor effecting the Charged Property that may from time to time be identified in writing by the Lender as a Material Contract, and (c) all Related Rights,
"Party"	a party to this Deed,
"Plant and Machinery"	<ul style="list-style-type: none"> (a) all equipment, machinery, plant, and all other assets of a similar nature which are now, or are at any time, placed on or used in or upon the Real Property, and (b) all Related Rights,
"Real Property"	<ul style="list-style-type: none"> (a) the freehold, leasehold or other immovable property specified in Schedule 1, and (b) any buildings, fixtures or fittings from time to time situated on or forming part of such property specified at Schedule 1 (including any trade fixtures and fittings), and

	(c) all Related Rights,
"Receiver"	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law,
"Related Rights"	in relation to any asset <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and (d) any income, moneys and proceeds paid or payable in respect of that asset,
"Secured Obligations"	all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to the Lender under or in connection with the Finance Documents together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against the Chargor under the Finance Documents, and
"Security Period"	the period beginning on the date of this Deed and ending on the date on which the Lender releases the Chargor from its obligations under this Deed

1 2 Interpretation

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- 1 2 2 The provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- 1 2 3 In this Deed unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type
- 1 2 4 Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Lender

- 1 2 5 The terms of the Finance Documents and of any side letters between the Parties in relation to any Finance Documents (as the case may be) are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 2 6 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 1 2 7 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- 1 2 8 It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand

1 3 General

- 1 3 1 The fact that no or incomplete details of any Charged Property are inserted in Schedule 1 (*Charged Property*) does not affect the validity or enforceability of the security created by this Deed
- 1 3 2 If the Chargor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
- a) the Chargor must notify the Lender immediately,
 - b) unless the Lender otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable, and
 - c) the Chargor must promptly supply the Lender with a copy of the consent obtained by it

2 COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Obligations to the Lender as and when the same are due

3 GRANT OF SECURITY

3 1 Charges

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations

- 3 1 1 by way of legal mortgage, the Real Property,
- 3 1 2 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,
- 3 1 3 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3 2,

- 3 1 4 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3 2,
- 3 1 5 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them, and
- 3 1 6 by way of floating charge, all moveable plant, machinery, implements, utensils, furniture and equipment from time to time placed on or used in or upon the Real Property and the benefits of all licences, contracts and warranties in connection with the same (the "**Floating Charge Property**")

3 2 Security Assignment

The Chargor with full title guarantee assigns to the Lender as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the

3 2 1 Material Contracts, and

3 2 2 Insurance Policies

4 CRYSTALLISATION OF FLOATING CHARGE

4 1 The Lender may at any time by notice in writing to the Chargor immediately convert the floating charge created by clause 3 1 6 into a fixed charge as regards any property or assets specified in the notice if

4 1 1 an Event of Default has occurred and is continuing, or

4 1 2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

4 1 3 the Lender considers that it is desirable in order to protect the priority of the security created under this Deed

4 2 If, without the prior written consent of the Lender

4 2 1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person, or

4 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

4 2 3 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

the floating charge created under clause 3 1 6 by the Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property

- 4 3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor

5 NEGATIVE PLEDGE

- 5 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property
- 5 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of or purport or agree to dispose of any of the Charged Property

6 PERFECTION OF SECURITY

6 1 Deposit of Title Documents

Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), the Chargor shall deposit with the Lender

6 1 1 all deeds and documents of title relating to the Charged Property, and

6 1 2 all Insurance Policies to which the Chargor is entitled to possession

6 2 Notices of Assignment

6 2 1 The Chargor shall, on request from the Lender, give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Chargor has entered into a Material Contract and shall use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Contract Counterparty*)

6 2 2 The Chargor shall, within five Business Days of obtaining any Insurance Policy after the date of this Deed, give notice in the form set out in Schedule 3 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Chargor has an Insurance Policy of the assignment and shall use all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 3 (*Form of Acknowledgement and Undertaking from Insurers*)

6 3 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] February 2014 in favour of Lloyds Bank plc referred to in the charges register "

6 4 Tacking

Any obligation on the part of the Lender to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor shall apply to the Chief Land Registrar for the following to be entered on the Register of Title in relation to any Real Property the title to which is registered at the Land Registry

"The Finance Parties under a facility agreement dated [] February 2014 between Glenstone Property plc and Lloyds Bank plc are under an obligation (subject to the terms of that facility agreement) to make further advances and the legal charge referred to in the charges register dated [] February 2014 in favour of Lloyds Bank plc secures those further advances "

7 FURTHER ASSURANCE

7 1 The Chargor shall, at its own expense, promptly take whatever action the Lender may require for

7 1 1 creating, perfecting or protecting the security intended to be created by this Deed,

7 1 2 facilitating the realisation of any of the Charged Property, or

7 1 3 the exercise of any right, power or discretion exercisable by the Lender or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may require), the giving of any notice and the making of any registration which the Lender may think expedient

8 REPRESENTATIONS

8 1 The Chargor represents and warrants to the Lender, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that

8 1 1 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than security created by this Deed or any security permitted under the Facility Agreement,

8 1 2 subject to the Legal Reservations the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations,

8 1 3 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation, bankruptcy or administration of the Chargor or otherwise,

8 1 4 the entry into this Deed and the performance of its obligations under this Deed will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding upon it or any of its assets nor does it constitute a default or termination event under any such agreement or instrument, and

8 1 5 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

9 UNDERTAKINGS

The Chargor covenants and agrees with the Lender that it will, during the Security Period

9 1 Charged Property generally

- 9 1 1 permit the Lender (or its designated representatives), on reasonable written notice
 - a) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property, and
 - b) to inspect, take extracts from, and make copies of, the same, and to provide (at the Chargor's expense), such clerical and other assistance which the Lender may reasonably require to do this,
- 9 1 2 provide the Lender with all information which it may reasonably request in relation to the Charged Property, and
- 9 1 3 notify the Lender within 14 days of receipt of every application, requirement, notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Lender may require or approve,
- 9 1 4 duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Charged Property,
- 9 1 5 comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents,
- 9 1 6 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it,
- 9 1 7 not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Charged Property or agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property,
- 9 1 8 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property

9 2 Real Property matters

- 9 2 1 not, except with the prior written consent of the Lender
 - a) grant or agree to grant any lease, licence or other right of occupation or right to receive rent in respect of any of the Real Property,
 - b) accept a surrender of any lease, licence or other right of occupation (whether independently or under any statutory power),

- c) consent to any sublease or assignment of any interest in any part of the Real Property,

9 2 2

- (a) comply and ensure that any relevant third party complies with all Environmental Law,
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to any Real Property,
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or any Real Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Secured Party

9 2 3 promptly upon becoming aware, notify the Lender of

- (a) any Environmental Claim started, or to its knowledge, threatened,
- (b) any circumstances reasonably likely to result in an Environmental Claim, or
- (c) any suspension, revocation or notification of any Environmental Permit

9 2 4 indemnify each Secured Party against any loss or liability which that Secured Party incurs as a result of any actual or alleged breach of any Environmental Law by any person unless it is caused by that Secured Party's gross negligence or wilful misconduct,

9 2 5 maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order,

9 2 6

- a) exercise its rights and comply with its obligations under any headlease,
- b) use its reasonable endeavours to ensure that each landlord complies with its obligations under each headlease, or
- c) if required to do so by the Lender apply for relief against forfeiture of any headlease,

in a proper and timely manner,

9 2 7 not

- a) agree to any amendment, supplement, waiver, surrender or release of any headlease,
- b) exercise any right to break, determine or extend any headlease, or

- c) do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be terminated,

9 2 8 not, except with the prior written consent of the Lender, to make or allow to be made any application for planning permission in respect of any Real Property or carry out any demolition, construction, structural alterations or additions, development or any similar operations in respect of any part of its Real Property except maintenance of the building, plant, machinery, fixtures and fittings or the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Real Property,

9 2 9 comply in all respects with all planning laws, permissions, agreements and conditions to which its Real Property may be subject,

9 2 10 grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out,

9 2 11 immediately upon demand by the Lender, provide the Lender with such information and documents as may be required to enable the Lender's lawyers to prepare a report as to the title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature,

9 2 12 notify the Lender immediately upon the acquisition of any real property,

9 2 13 in respect of any real property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered

- a) immediately on request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form (consistent with this Deed) which the Lender may require,
- b) give written notice of the security to the Land Registry and procure that notice of the security is clearly noted in the Register of Title for such real property,
- c) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Lender,

9 3 Plant and Machinery

9 3 1 maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted),

9 3 2 immediately on request by the Lender, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Lender may require,

9 3 3 not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability,

- 9 3 4 not remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed,

9 4 Insurance

- 9 4 1 ensure that at all times Insurance Policies are maintained in full force and effect, which

- a) insure it in respect of its interests in any Charged Property and the Plant and Machinery on each Real Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to
 - i provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, subsidence and all other normally insurable risks of loss or damage,
 - ii provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation,
 - iii provide cover against acts of terrorism, including any third party liability arising from such acts,
 - iv provide cover for loss of rent (in respect of a period of not less than two years or, if longer, the minimum period required under any lease documents) including provision for any increases in rent during the period of insurance, and
- b) include property owners' public liability and third party liability insurance,
- c) insure such other risks as a prudent company in the same business as the Chargor would insure,
- d) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender, and
- e) notes the Lender's interest in the Insurance Policies

- 9 4 2 from the 2015 Renewal Date, use best endeavours to procure that the Insurance Policies comply with the following requirements

- a) the Lender is named as co-insured under each of the Insurance Policies (other than public liability and third party liability insurances) but without liability on the part of the Lender or any other Secured Party for any premium in relation to those insurances, and
- b) each of the Insurance Policies must contain a loss payee clause in respect of any insurance claim payment otherwise payable to the Chargor Provided

that no Default is continuing, only insurance claim payments in excess of £100,000 will be payable to the Lender as first loss payee

9 4 3 procure that the Insurance Policies comply with the following requirements

- a) the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period, and
- b) the Chargor must be free to assign all amounts payable to it under each of its Insurance Policies and all its rights in connection with those amounts in favour of the Lender

9 4 4 procure that, from the 2015 Renewal Date, the Insurance Policies comply with the following additional requirements

- a) each of the Insurance Policies must contain
 - i a non-invalidating and non-vitiating clause under which the insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party, and
 - ii a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each Real Property

9 4 5 use all reasonable endeavours to ensure that the Lender receives copies of the Insurance Policies, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require,

9 4 6 promptly notify the Lender of

- a) any amendment, supplement or extension of any of the Insurance Policies made or, to its knowledge, pending which is not trivial or purely of an administrative nature,
- b) any extension, termination, avoidance or cancellation of any of the Insurance Policies made or, to its knowledge, threatened or pending,
- c) any claim, and any actual or threatened refusal of any claim, under any of the Insurance Policies which is not trivial or purely of an administrative nature, and
- d) any event or circumstance which has led or may lead to a breach by it of any term of this clause,

9 4 7 comply with the terms of the Insurance Policies,

9 4 8 not do or permit anything to be done which may make any of the Insurance Policies void or voidable,

9 4 9 comply with all reasonable risk improvement requirements of its insurers,

9 4 10 ensure that

- a) each premium for the Insurance Policies is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable, and
- b) all other things necessary are done so as to keep each of the Insurance Policies in force,

9 5 Material Contracts

9 5 1 not, without the prior written consent of the Lender, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract,

9 5 2 duly perform its obligations under each Material Contract, notify the Lender of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract,

9 5 3 provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract,

9 5 4 diligently pursue its rights under each Material Contract (to the extent that such exercise would not result in an Event of Default), and

9 6 Centre of Main Interests

not, without the prior written consent of the Lender, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

10 ENFORCEMENT OF SECURITY

10 1 Enforcement

The security created under this Deed shall become immediately enforceable if an Event of Default has occurred and is continuing

10 2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Lender may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise

- 10 2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed), and

10 2 2 all or any of the powers conferred by this Deed

10 3 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

11 POWERS OF THE LENDER

11 1 Extension of Powers

The power of sale conferred on the Lender and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed

11 2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed

11 3 Power of Leasing

At any time after the security created under this Deed becomes enforceable, the Lender may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925

11 4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

11 5 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof

11 6 Investigations

Following the occurrence of an Event of Default which is continuing the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report

11 7 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default

12 APPOINTMENT OF RECEIVER

12 1 Appointment and Removal

At any time after the occurrence of an Event of Default, or if requested to do so by the Chargor, the Lender may (by deed or otherwise and acting through its authorised officer)

12 1 1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property,

12 1 2 remove (so far as it is lawfully able) any Receiver(s) so appointed, and

12 1 3 appoint another person(s) as an additional or replacement Receiver(s)

12 2 Restrictions on appointment

12 2 1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed

12 2 2 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986

12 2 3 The Lender may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Lender is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12 3 Capacity of Receivers

Each Receiver shall be

12 3 1 an agent of the Chargor The Chargor shall be solely responsible for his acts, omissions, defaults, losses and liabilities and for the payment of his remuneration, and

12 3 2 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925)

13 POWERS OF RECEIVER

13 1 General Powers

Every Receiver shall have all the powers

13 1 1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act,

13 1 2 set out in Schedule 1 to the Insolvency Act 1986, and

13 1 3 conferred from time to time on receivers by statute

13 2 Additional Powers

In addition to the powers referred to in clause 13 1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Lender) in the name of the Lender

13 2 1 to take possession of, collect and get in all or any part of the Charged Property,

13 2 2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit,

13 2 3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise,

13 2 4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments,

13 2 5 to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part, without the consent of the Chargor,

13 2 6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property,

13 2 7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit,

13 2 8 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations,

13 2 9 to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit,

13 2 10 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Lender or the Receiver may think fit,

13 2 11 to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor,

13 2 12 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,

13 2 13 lend money or advance credit to any customer of the Chargor,

13 2 14 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property,

13 2 15 let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit, and/or

13 2 16 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property

14 APPLICATION OF MONEYS

14 1 All moneys received or recovered by the Lender or any Receiver pursuant to this Deed shall be applied in the following order

14 1 1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver,

14 1 2 second, in or towards satisfaction of the Secured Obligations, and

14 1 3 third, any surplus shall be paid to the Chargor or any other person entitled thereto

This clause is subject to the payment of any claims having priority over the security created under this Deed. This clause does not prejudice the right of the Lender to recover any shortfall from the Chargor

14 2 Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed

14 3 Avoidance of Payments

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid

15 PROTECTION OF PURCHASERS

15 1 Receipts

The receipt of the Lender or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property

15 2 Protection of Purchasers

No purchaser or other person dealing with the Lender or its delegate or any Receiver shall be bound to enquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or have been revoked

16 POWER OF ATTORNEY

16 1 Appointment

The Chargor irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for

16 1 1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property), and

16 1 2 enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law

16 2 Ratification

The Chargor ratifies and confirms, and agrees to ratify and confirm, all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

17 PRESERVATION OF SECURITY

17 1 Continuing Security

The security created under this Deed will be a continuing security for the ultimate balance of the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations

17 2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender) This includes

17 2 1 any time or waiver granted to, or composition with, any person,

17 2 2 any release or any person under the terms of any composition or arrangement,

- 17 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person,
- 17 2 4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security,
- 17 2 5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- 17 2 6 any amendment of a Finance Document or any other document or security,
- 17 2 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any person to enter into or be bound by any Finance Document, or
- 17 2 8 any insolvency or similar proceedings

17 3 Chargor intent

Without prejudice to the generality of clause 17 2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the security under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any Finance Document and/or any facility or amount made available under any of the Finance Documents

17 4 Immediate recourse

The Chargor waives any rights it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up, bankruptcy or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed

17 5 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed

- 17 5 1 refrain from applying or enforcing any other monies, security or rights held or received by the Lender (or any trustee or agent on its behalf) against those accounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- 17 5 2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

17 6 Additional security

- 17 6 1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Lender
- 17 6 2 No prior security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the security created by this Deed

18 SET-OFF AND CURRENCY

18 1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Lender may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with any liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations

18 2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Lender may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit

19 NEW ACCOUNTS

19 1 If the Lender at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor

19 2 If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice

19 3 As from such time all payments made to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations

20 EXPENSES AND INDEMNITY

20 1 Expenses

The Chargor shall, from time to time on demand of the Lender, pay or reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with clause 8 4 (*Default Interest*) of the Facility Agreement

20 2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the security created by this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain

20 2 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or

20 2 2 in connection with or otherwise relating to this Deed or the Charged Property

21 MISCELLANEOUS

21 1 No Deductions

All payments to be made to the Lender under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

21 2 Assignment and disclosure of information

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

21 3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Agreement.

21 4 No Liability

- a) None of the Lender, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- b) The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- c) The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or for any other reason.
- d) Neither the Lender nor the Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21 5 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21 6 Certificates

A certificate of the Lender specifying any amount due from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount

21 7 Release

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from the security created under this Deed and re-assign any Charged Property assigned under this Deed

22 NOTICES

22 1 Each communication under or in connection with this Deed shall be made in accordance with the provisions of clause 28 (*Notices*) of the Facility Agreement

23 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

24 GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law

25 JURISDICTION

25 1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it

25 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

25 3 Exclusive Jurisdiction

This clause 25 is for the benefit of the Secured Parties only. As a result no Secured Parties shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions

THIS DEED has been signed on behalf of the Lender and EXECUTED AS A DEED by the Chargor and is delivered by them on the date specified at the beginning of this Deed

SCHEDULE 1**Real Property - Registered Land**

No:	Owner	Property Description	Title Number
1	Chargor	163 High Street, Poole, BH15 1AU	DT196771
2	Chargor	9 West Street, Horsham, RH12 1PB	WSX175154
3	Chargor	Land lying to the south west of Moor Street, Ormskirk	LA110039
4	Chargor	72 & 73 South Street, Chicester, PO19 1EE	WSX153222
5	Chargor	30, 31 Stodman Street and 3 St Mark's Lane, Newark	NT200940
6	Chargor	17, 19 and 21 Bridge Street, Worksop	NT210772
7	Chargor	108 High Street, Thame, OX9 3DZ	ON57836
8	Chargor	17 Bank Street, Newquay, TR7 1DH	CL39529
9	Chargor	23 Bridge Street, Worksop, S80 1DR	NT329038
10	Chargor	25 Sheep Street, Bicester, OX26 6JF	ON181666
11	Chargor	24 Fishergate, Preston, PR1 3NN	LA477501
12	Chargor	16 High Street, Wells, BA5 2SG	ST122113
13	Chargor	105 High Street, Newport, PO30 1TJ	IW37813
14	Chargor	106 High Street, Newport, PO30 1TJ	IW36105
15	Chargor	2, 4 and 6 Vickers Lane and 55/57 Eastgate, Louth, Lincs	LL83736
16	Chargor	57 and 57a Greengate Street, Stafford, ST16 2JE	SF461798
17	Chargor	21 Station Street, Clacton-on-Sea, CO15 1TD	EX693308
18	Chargor	2 High Street, Stratford-upon-Avon, CV37 6AU	WK403895
19	Chargor	4 and 4a The Brittox, Devizes, SN10 1AJ	WT215018
20	Chargor	1 and 1a Newborough Street and 2, 4, 6 and 6a Bar Street, Scarborough	NYK272006
21	Chargor	1A Swan Street and 16, 16A and 17 Market Place, Loughborough, LE11 5BJ	LT347946
22	Chargor	96-98 High Street and 2 Wellington Street, Newmarket	SK240133

23	Chargor	23 Station Road, Clacton-on-Sea, CO15 1TD	EX693309
24	Chargor	43-45 Lumley Road, Skegness, PE25 3LL	LL314
25	Chargor	Unit 1, 58/62 High Street and land on the south side of Cambridge Place, Weston-super-Mare	AV230783 AV209305

SCHEDULE 2
FORM OF NOTICE OF ASSIGNMENT TO CONTRACT COUNTERPARTY

To [Counterparty to Material Contract]

Date [●]

Dear Sirs

We give notice that, pursuant to a legal charge dated [●] 2014 (the "**Legal Charge**"), we have assigned to Lloyds Bank plc (the "**Lender**") all our right, title and interest in and to [details of Material Contract] (the "**Contract**") including all moneys which may be payable in respect of the Contract

With effect from your receipt of this notice

- 1 all payments by you to us under or arising from the Contract should be made to us unless and until the Lender notifies you to the contrary stating that the security has become enforceable,
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender,
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Lender although we shall remain liable to perform all the obligations assumed by us under the Contract,
- 4 you are authorised and instructed, without requiring further approval from us, to disclose to the Lender such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender at [●], marked for the attention of [●] as well as to us,
- 5 we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Lender

These instructions may not be revoked or amended without the prior written consent of the Lender

For the avoidance of doubt, the Lender, its agents, any receiver or any person will not be under any obligation or liability to you under or in respect of the Contract

This notice is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at the address set out in paragraph 4 of this notice

Yours faithfully

Authorised Signatory for and on behalf of [●]

Form of Acknowledgement from Contract Counterparty

To Lloyds Bank plc (the "Lender")
 [•]

For the attention of [•]

Date [•]

Dear Sirs

[•]

We acknowledge receipt of a notice dated [•] (the "Notice") relating to the [*details of Material Contract*] (the "Contract")

We

- 1 agree to the terms set out in the Notice and to act in accordance with its terms,
- 2 confirm that we have not received any prior notice that [•] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party, and
- 3 agree not to [exercise any right to terminate the Contract or] take any action to amend or supplement the Contract without the prior written consent of the Lender

This letter is governed by English law

Yours faithfully

For and on behalf of

[Counterparty to Material Contract]

Position [•]

Address [•]

Fax [•]

Telephone [•]

SCHEDULE 3
FORM OF NOTICE OF ASSIGNMENT TO INSURERS

To *[Insurer]*

Date *[•]*

Dear Sirs

We refer to the *[insert details of relevant Insurance Policy and policy number]* (the "**Policy**")

We give notice that, pursuant to a legal charge dated *[•]* 2014 (the "**Legal Charge**"), we have assigned to Lloyds Bank plc (the "**Lender**") all our right, title and interest in and to the proceeds of the Policy

With effect from your receipt of this notice we instruct you to

- 1 note the interest of the Lender on the Policy as loss payee and as first priority assignee of the amounts and rights, and
- 2 disclose to the Lender, without further approval from us, such information regarding the Policy as the Lender may from time to time request and to send it copies of all notices issued by you under the Policy

We will remain entitled to exercise all of our rights under the Policy and you should continue to give notices under the Policy to us unless and until you receive notice from the Lender to the contrary. In this event, unless the Lender agrees otherwise in writing

- a) all amounts payable to us under the Policy must be paid to the Lender, and
- b) any of our rights in connection with those amounts will be exercisable by and notices must be given to the Lender or as it directs

We confirm that we will remain liable under the Policy to perform all the obligations assumed by us under the Policy and the Lender, its agents, any receiver or any other person will not at any time be under any obligation or liability to you under or in respect of the Policy

This letter is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement and giving the undertakings in the enclosed copy letter and returning the same to the Lender at 125 Colmore Row, Birmingham, B3 3SF, marked for the attention of *[•]*

Yours faithfully

Authorised signatory for and on behalf of *[•]*

Form of Acknowledgement and undertaking from insurer

To Lloyds Bank plc (the Lender)
125 Colmore Row
Birmingham
B3 3SF

For the attention of [●]

Date [●]

Dear Sirs,

[●]

We confirm receipt from Glenstone Property plc (the "Chargor") of a notice dated [●] of an assignment by the Chargor of all amounts payable to it in connection with the Policy (as defined in that notice) and all of its rights under the Policy

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 confirm that we have not received notice of any third party in those amounts and rights,
- 3 undertake to note on the Policy your interest as loss payee and as first priority assignee of those amounts and rights,
- 4 undertake to disclose to you without any reference or further authority to the Chargor any information relating to those contracts which you may at any time request, and
- 5 undertake to notify you of any breach by the Chargor of the Policy

This letter is governed by English law

Yours faithfully

For and on behalf of [Insurer]

SIGNATORIES

Signed as a deed by)
GLENSTONE PROPERTY PLC)
acting by a director in the presence of) Director

Signature of witness —

Name (in BLOCK— *HANNAY TESSYMAN*
CAPITALS)

Address

Occupation

TRANEER BOLICOR

Signed as a deed by)
LLOYDS BANK PLC)
in the presence of)

Signature of witness

Name (in BLOCK
CAPITALS)

Address

Occupation